

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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**IN RE: CENTURYLINK SALES  
PRACTICES AND SECURITIES  
LITIGATION**

This Document Relates to:

Civil Action No. 18-296 (MJD/KMM)

**MDL No. 17-2795 (MJD/KMM)**

**DECLARATION OF RYAN BLAIR  
IN SUPPORT OF DEFENDANTS'  
MEMORANDUM OF LAW IN  
OPPOSITION TO PLAINTIFFS'  
MOTION TO COMPEL  
DISCOVERY**

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I, Ryan Blair, hereby declare as follows:

1. My name is Ryan Blair and I am a Partner with the law firm of Cooley LLP. I am a member in good standing of the bar of California.
2. I submit this Declaration in support of Defendants' Memorandum of Law in Opposition to Plaintiffs' Motion to Compel Discovery filed in the above captioned matter.
3. I have personal knowledge of the facts set forth in this Declaration.
4. I serve as counsel to the CenturyLink Defendants ("CenturyLink") in this matter.
5. CenturyLink and Plaintiffs [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6. Plaintiffs' [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See **Exhibit 1.**

7. Counsel for CenturyLink have [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. During the October 1, 2019 Rule 16 Conference for this matter, CenturyLink argued that cloned discovery from the MNAG Action (1) would not reduce Plaintiffs' demands as to any of its more than 100 requests for production; (2) would generally not include documents possessed by the senior employee custodians actually relevant to Plaintiffs' securities fraud claims; and (3) would include scores of irrelevant materials, given the customer-level allegations. A true and correct copy of excerpts of the transcript from the October 1, 2019 Pretrial Conference for this matter is attached as **Exhibit 4.**

9. This Court agreed that CenturyLink had “reasonable thoughts” about why the MNAG discovery “is both over and under-inclusive.” **Exhibit 4**. This Court ultimately denied Plaintiffs’ request for cloned discovery from the MNAG Action. *Id.*

10. [REDACTED]

[REDACTED]

[REDACTED].

11. Even so, CenturyLink [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See **Exhibit 1**. In addition, [REDACTED]

[REDACTED]

[REDACTED]

12. CenturyLink also agreed [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

13. In total, CenturyLink agreed [REDACTED]

[REDACTED]

[REDACTED]

14.

[REDACTED].

15.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

16.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

17.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

18.

[REDACTED]  
[REDACTED]

- a. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

19. CenturyLink has already [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

20. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Exhibit 5.**

21. [REDACTED]

[REDACTED]

22. [REDACTED]

[REDACTED].

23. Plaintiffs' Motion, if granted, [REDACTED]

[REDACTED]

[REDACTED]

24. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25. In addition, CenturyLink has already agreed [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **Exhibit 6 and Exhibit 7**

26. [REDACTED]

[REDACTED] **See Exhibit 5.**

27. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] **Exhibit 8**

28.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Exhibit 7. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

29. On February 24, during the parties' telephonic conference with the Court,

[REDACTED]

[REDACTED]

30.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] See Exhibit 7.

31. As counsel for CenturyLink explained during the February 24 telephonic conference, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

I hereby declare under the penalty of perjury that the foregoing is true and correct.  
Executed this 4th day of March, 2020, in San Diego, CA.

/s/ Ryan Blair

Ryan Blair